

DUNCAN MILLER

IBLA 76-764 Decided November 10, 1976

Appeal from the expiration of oil and gas lease R-105 at the end of its initial 10-year term.

Appeal dismissed.

1. Oil and Gas Leases: Generally—Oil and Gas Leases: Extensions

An oil and gas lease issued effective October 1, 1966, for a term of 10 years expired at midnight on September 30, 1976, unless extended by some provision of statute or regulation.

2. Appeals—Rules of Practice: Appeals: Dismissal—Rules of Practice: Appeals: Statement of Reasons

Where an appellant fails to point out some error in a decision or to show that he has wrongly been deprived of some right, and instead limits his statement of reasons for appeal to allegations which are irrelevant and immaterial, the appeal will be dismissed as frivolous.

APPEARANCES: Duncan Miller, pro se.

OPINION BY ADMINISTRATIVE JUDGE STUEBING

Oil and gas Lease R-105 issued to Duncan Miller effective October 1, 1966, for a term of 10 years. On July 26, 1976, Miller filed in the California State Office of the Bureau of Land Management a document entitled "PROTEST AGAINST LEASE TERMINATION," which recited, in its entire text, the following:

The captioned lease was issued under certain terms and conditions.

It appears, however, that the new Ecology law changed these terms and conditions.

Consequently, lessee feels that he is entitled to equitable relief.

The California State Office responded with a decision which explained that although there have been new laws during recent years which affect the environment, the terms and conditions of lease R-105 have not changed since the lease was issued. The decision also noted that the lease had not yet terminated, but that it would expire on September 30, 1976, unless extended under one of the provisions of 43 CFR Subpart 3107, and Miller's protest was summarily denied. From that decision Miller has appealed, alleging the following:

The decision states: "Although there have been new laws established which affect the environment, the lease terms and conditions have not changed since the lease was issued October 1, 1966".

Obviously, the foregoing is in error because certain stipulations have to be signed which do affect the lease.

WHEREFORE, lessee prays that he can receive "due process" in this matter and that the lease be reformed to reflect these changes.

[1] An oil and gas lease issued effective October 1, 1966, for a primary term of 10 years expired at midnight on September 30, 1976, by its own provisions (see section 1 of the lease terms), by regulation (43 CFR 3122.1(b), 1966 ed., recodified 43 CFR 3110.1-1), and by statute (30 U.S.C. § 226(e) (1970)), unless extended by some provision of law or regulation. See e.g., 43 CFR 3107. Examples of circumstances which will provide a basis for extension beyond the normal expiration date include production of oil or gas in paying quantities, diligent drilling in progress at the end of the primary term, or commitment of the lease to a unit on which there is production.

[2] Miller has not alleged any circumstance or condition which would indicate even the possibility that he might be entitled to a lease extension. His statement of reasons is a complete non-sequitur. His claim to equitable relief does not indicate any injury suffered or any basis for relief. He asks that his expired lease be "reformed" to reflect the changes he apparently regards as objectionable. He

alleges that "certain stipulations have to be signed which do affect the lease" without responding to the statement in the decision appealed from that the lease terms and conditions were not changed since the lease issued in 1966. Our review of the record confirms that not only has Miller never signed any such stipulations in connection with this lease, he has never been asked to do so. The lease had a full, normal term with no activity, and the time simply expired. Miller's allegations on appeal are immaterial and irrelevant. They fail to point out any error in the decision below or to show that he has wrongly been deprived of some right. Such an appeal must be regarded, and treated, as frivolous. Duncan Miller, A-31027 (August 13, 1969). This is merely another in the long history of equally meritless appeals by Miller. See cases collected in Duncan Miller, 26 IBLA 37 (1976), and Duncan Miller, 20 IBLA 19 (1975), appeal dismissed, Miller v. Secretary of the Interior, Civ. No. 75-0905 (D. D.C., Order dated Oct. 12, 1976).

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the appeal is dismissed.

Edward W. Stuebing
Administrative Judge

We concur:

Frederick Fishman
Administrative Judge

Newton Frishberg
Chief Administrative Judge

